



**CONSULTING AND TECHNICAL SERVICES (CATS)  
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**ACQUISITION OF MAINTENANCE AND REPAIR SERVICES  
CATS TORFP PROJECT  
K00P6201051**

**DEPARTMENT OF NATURAL RESOURCES**

**ISSUE DATE: SEPTEMBER 25, 2006**

## CONTENTS

<b>SECTION 1 - ADMINISTRATIVE INFORMATION .....</b>	<b>4</b>
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT .....	4
1.2 TO AGREEMENT .....	4
1.3 TO PROPOSAL SUBMISSIONS .....	4
1.4 MINORITY BUSINESS ENTERPRISE (MBE) .....	4
1.5 EMDARYLANDMARKETPLACE FEE .....	4
1.6 CONFLICT OF INTEREST .....	5
1.7 NON-DISCLOSURE AGREEMENT .....	5
1.8 LIMITS OF LIABILITIES .....	5
<b>SECTION 2 SCOPE OF WORK .....</b>	<b>6</b>
2.1 PURPOSE AND BACKGROUND .....	6
2.2 TECHNICAL REQUIREMENTS .....	6
2.3 CONTRACTOR EXPERTISE REQUIRED .....	10
2.4 CONTRACTOR MINIMUM QUALIFICATIONS .....	11
2.5 PLACE OF PERFORMANCE .....	11
2.6 INVOICING .....	11
2.7 REPORTING .....	12
2.8 CHANGE ORDERS .....	12
<b>SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS .....</b>	<b>13</b>
3.1 REQUIRED RESPONSE .....	13
3.2 FORMAT .....	13
3.3 EVALUATION CRITERIA .....	15
3.4 TECHNICAL CRITERIA .....	15
3.5 SELECTION PROCEDURES .....	15
3.6 COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....	15
<b>APPENDIX A NON-CRITICAL EQUIPMENT .....</b>	<b>16</b>
<b>APPENDIX B CRITICAL EQUIPMENT .....</b>	<b>17</b>
<b>APPENDIX C DNR LOCATIONS .....</b>	<b>18</b>
<b>ATTACHMENT 1 - PRICE PROPOSAL FORM .....</b>	<b>19</b>
<b>ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS .....</b>	<b>20</b>
<b>ATTACHMENT 3 – TASK ORDER AGREEMENT .....</b>	<b>30</b>
<b>ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE .....</b>	<b>33</b>
<b>ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY .....</b>	<b>34</b>
<b>ATTACHMENT 6 – DIRECTIONS .....</b>	<b>36</b>
<b>ATTACHMENT 7 – NOTICE TO PROCEED .....</b>	<b>38</b>
<b>ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM .....</b>	<b>39</b>
<b>ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM .....</b>	<b>40</b>
<b>ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR) .....</b>	<b>41</b>
<b>ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) .....</b>	<b>42</b>
<b>ATTACHMENT 12 – NOTICE TO MASTER CONTRACTORS .....</b>	<b>44</b>

## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

<b>TORFP Title:</b>	Acquisition of Maintenance and Repair Service
<b>Functional Area:</b>	Systems/facilities Mgmt. and Maintenance (FA6)
<b>TORFP Issue Date:</b>	09/25/2006
<b>Closing Date and Time:</b>	10/30/2006 at 9:00 am
<b>TORFP Issuing Agency:</b>	Department of Natural Resources
<b>Send Questions and Proposals to:</b>	Penny Bates
<b>TO Procurement Officer:</b>	Penny Bates Office Phone Number: 410-260-8369 Office FAX Number: 410-260-8373
<b>TO Manager:</b>	Kim Meiklejohn Office Phone Number: 410-260-8371 Office FAX Number: 410-260-8373
<b>TO Project Number:</b>	K00P6201051
<b>TO Type:</b>	Fixed Price
<b>Period of Performance:</b>	Initial contract November 1, 2006 – October 31, 2007  Three Renewal Options - 1. November 1, 2007 – October 31, 2008 2. November 1, 2008 – October 31, 2009 3. November 1, 2009 – December 31, 2010
<b>MBE Goal:</b>	30 percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Tawes State Office Building  580 Taylor Ave  Annapolis, Maryland 21401
<b>TO Pre-proposal Conference:</b>	10/4/2006 at 10:00 am  See attachment 6 for driving directions

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

### 1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

### 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by TO Requesting Agency's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # K00P6201051. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # K00P6201051 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # K00P6201051 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

### 1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

### 1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace web site at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

## **1.6 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

## **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at 580 Taylor Ave Annapolis, Maryland 21401. Offertory who reviews such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

## **1.8 LIMITS OF LIABILITIES**

Pursuant to section 28 c of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the TO agreement amount established.

## **SECTION 2 SCOPE OF WORK**

### **2.1 PURPOSE AND BACKGROUND**

The Department of Natural Resources (DNR) is issuing the CATS TORFP to obtain fixed price hardware maintenance and repair service contract for data processing and network equipment used by the department throughout the State of Maryland. DNR has approximately 105 locations, including headquarters, and over 1600 users. The Contract will be for a one (1) year time period with four (3) possible renewal options at the discretion of the department.

#### **2.1.1 REQUESTING AGENCY BACKGROUND**

The Department of Natural Resources is organized into 15 functional units with the Information Technology Service as the controlling unit for information technology issues. The Information Technology Service is led by Ms. Louise Reiner, Chief Information Technology Officer.

The Department of Natural Resources operates a Windows 2003 networking environment with 1600 users, 93 servers and 105 locations throughout the state. The network primarily provides office automation: word processing, spreadsheets, databases and e-mail. DNR for the last 6 years has maintained a contract to cover the repair and maintenance of departmental servers, printers and related equipment. DNR intends to continue this practice and is soliciting bids for this purpose. A two year Maintenance History is included as Appendix D on the attached Excel spreadsheet.

#### **2.1.2 PROJECT BACKGROUND**

All equipment is currently being serviced under a maintenance agreement or is under a manufacturer's warranty. DNR intends to utilize the maintenance services procured by the TORFP for all such equipment. A thirty-day (30) written notice will be given to the Contractor for addition and deletion of equipment covered by the contract. Any equipment added to this contract **MUST** be serviced and priced the same as like equipment under a contract resulting from this procurement.

The equipment to be maintained under this contract includes predominantly network HP printers, plotters and Dell and HP Servers and tape drives. If DNR adds more than 10% to the total count of equipment covered the contractor may bill DNR for increase based on the percentage change to the contract. A complete listing of equipment is provided in Appendices A and B.

### **2.2 TECHNICAL REQUIREMENTS**

#### **Task 1: Hardware Maintenance**

The Contractor shall provide on-call/on-site maintenance and repair services for all equipment identified in Appendix A and as updated per section 2.1.2 for DNR Headquarters and Regional sites during regular State working hours, Monday through Friday from 8:00 am to 5:00 pm excluding State Holidays.

#### **Task 2: Network Maintenance**

The Contractor will provide on-call/onsite maintenance and repair service for DNR local area network (LAN) and Wide Area Network (WAN) equipment/devices/modules identified in Appendix B and as updated per section 2.1.2 for DNR Headquarters and Regional sites, 24x5 Monday through Friday excluding state holidays.

## 2.2.1 PROJECT APPROACH

### Task 1 Hardware Maintenance

The Contractor shall perform the following for all equipment identified in Appendix A and as updated per section 2.1.2:

Be available to provide on-call/on-site maintenance and repair services during regular State working hours, namely Monday through Friday from 8:00 am to 5:00 PM, excluding State Holidays, and provide “off hours” service as needed. The bid proposal must specify any additional cost that may be imposed if service is required “off hours”, weekends and holidays. References provided by the Contractor must confirm that Contractor can, and currently does, provide such coverage.

- (a) For Mission Critical – System Down and/or Equipment outage, the response - Contractor acknowledgement of the service request- must be received within ½ hour after notification of the problem. The Contractor Personnel must arrive within two (2) hours after initial notification. Failure by the Contractor Personnel to correct a Mission Critical problem within two (2) hours of arrival on site will require contact with a specialist or Original Equipment Manufacturer (OEM) for support. If any Mission Critical equipment is unavailable due to hardware failure for 8 hours, the successful Contractor must call in the OEM and pay all associated costs to repair the Mission Critical computer equipment.
- (b) For Non Mission Critical Equipment, the response must be received within 1/2 hour after the notification of the problem. The Contractor Personnel must arrive within four (4) hours after initial notification. The problem must be resolved within (2) business days. Should the repair exceed two (2) business days, the Contractor must obtain assistance from the OEM.
- (c) The Contractor must identify additional costs for service that may be imposed for the maintenance of Mission Critical equipment during non- business hours, weekends or holidays. The same response time is required as in (a).
- (d) The Contractor will adhere to the OEM schedules and procedures for preventive maintenance. The Contractor will be responsible for all hardware and software firmware upgrades. References provided by the Contractor must verify the Contractor’s timely adherence to this requirement. The Contractor will document all equipment that is added or deleted from the Contract to DNR’s project manager on a monthly basis.
- (e) All replacement parts must be new and from the OEM or certified to be equivalent in quality. All substitutions must be pre-authorized by the DNR project manager. Use of used parts is strictly prohibited, unless agreed to by DNR project manager. The Contractor must provide details of their current inventory by equipment type, model and quantity. References provided by the Contractor must demonstrate that the Contractor has locally-sited inventory capable of addressing the needs of the equipment listed.
- (f) The Contractor’s proposal must specifically identify the equipment listed in Appendix A and as updated per section 2.1.2 that is excluded from their proposed maintenance/repair service contract and the reason for its exclusion.
- (g) The Contractor shall remove old equipment or add new equipment to the service contract within 30 days of written notification,
- (h) The Contractor will utilize a call tracking system for all calls received by DNR to Contractor’s technical support center. Each call must be assigned a unique “trouble ticket number”, along with a DNR-defined degree of severity. The ticket number will be given to DNR for tracking purpose. Degrees of severity are as follows:
  - a. Severity 1      Major system failure, business operations at risk
  - b. Severity 2      Minor disruption to business operations
  - c. Severity 3      Component failure, general configuration assistance
  - d. Severity 4      General information use

Open calls will be monitored and escalated by Contractor until they have been assigned to Contractor Personnel.

Calls defined as “Severity 1,” will have a call-back time of fifteen (15) minutes, and a one (1) hour on-site response time. Calls defined, as Severity 2 will have a call-back time of thirty (30) minutes with a (2) hour on-site response time. All other calls will have a Sixty (60) minute call-back with a four (4) hour on-site response. All calls will be escalated until a technician has been assigned to diagnose the problem either remotely or on site.

- (i) The Contractor shall use all practical means to ensure DNR Mission Critical systems are down only for minimal time. Employee’s vacation, sickness, or lack of availability or parts is not acceptable as an excuse for having DNR mission critical equipment down for more than four (4) hours.
- (j) The Contractor shall develop and execute a transition plan for taking over the maintenance. The Contractor must also provide, in advance, a 6-month schedule of routine maintenance activities. All non-routine maintenance requiring significant equipment downtime must be preauthorized by the DNR Project Manager in advance.
- (k) The Contractor shall implement procedures to identify, prevent, and ensure non-recurrence of defective services, and to ensure the proper operation of covered equipment. The Contractor must also recommend hardware upgrades it may identify in the course of providing services.
- (l) The Contractor must submit to DNR a monthly report that includes an accurate account of all maintenance activities and equipment added and/or removed from contract.

## Task 2            Network Maintenance Services

The Contractor shall perform the following for all Mission Critical Network equipment identified in Appendix B and as updated per section 2.1.2:

Be available to provide on-call/on-site maintenance and repair service for DNR local area network (LAN) and Wide Area Network (WAN) equipment/devices identified in Appendix B and as updated per section 2.1.2, 24x5 Monday through Friday, excluding holidays. The Contractor must also indicate whether weekend service would be available in an emergency, and any additional fees that may be applicable.

- a) The Contractor will provide trained personnel to provide telephone assistance to identify the nature of the problem; troubleshoot network hardware and software failures; determine action required to remedy the stated problem (install and repair existing network equipment).
- b) DNR may report problems or failures twenty-four (24) hours a day to the Contractor. The Contractor will provide local or toll free numbers to report a problem from our principle location in Annapolis, MD.
- c) The Contractor will coordinate installation and repair of network equipment with the DNR project manager and will dispatch a local field technician with repair part(s) within two (2) hours of notification of failed components(s). Refer to Task 1 Hardware Maintenance for hardware work requirements. All equipment identified in Appendix B and as updated per section 2.1.2 is considered Critical.
- d) The Contractor is responsible for replacing network equipment hardware configurations including latest versions of firmware after repairs and or replacements are made.



## 2.2.2 DELIVERABLES

Deliverable 1	Contractor timely response and adherence to work requirements identified in section 2.2.1 for equipment identified in Appendices A and B. Provide Services as defined in Statement of Work Task 1 and 2 for the Initial Contract.
Deliverable 2	Contractor timely response and adherence to work requirements identified in section 2.2.1 for equipment identified in Appendices A and B. Provide Services as defined in Statement of Work Task 1 and 2 for Renewal Option 1.
Deliverable 3	Contractor timely response and adherence to work requirements identified in section 2.2.1 for equipment identified in Appendices A and B. Provide Services as defined in Statement of Work Task 1 and 2 for Renewal Option 2.
Deliverable 4	Contractor timely response and adherence to work requirements identified in section 2.2.1 for equipment identified in Appendices A and B. Provide Services as defined in Statement of Work Task 1 and 2 for Renewal Option 3.

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2002, Microsoft Project 2000 and/or Visio 2003.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

### **2.2.3 DELIVERABLE/ DELIVERY SCHEDULE**

<b>ID</b>	<b>Deliverables for 2.2.3</b>	<b>Expected Completion:</b>
2.2.2.1	The Contractor timely response and adherence to work requirements identified in section 2.2.1 for equipment identified in Appendix A and B and as updated per section 2.1.3 up to the end of the contract	Until end of Initial Contract October 31, 2007
2.2.2.2	The timely submission of quarterly progress reports as state in section 2.7	Every 90 days until end of contract
2.2.2.3	The timely submission of monthly Maintenance Activity Report	Every 30 days until end of contract

### **2.2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and Subcontractors are to follow a consistent methodology for all TO activities.

### **2.3 CONTRACTOR EXPERTISE REQUIRED**

The Contractor must provide services technicians who can demonstrate that they have in-depth specialized training and experience on HP and Dell specific equipment types identified in Appendix A and B and as updated per section 2.1.3 and specializes in providing diagnostic assistance and consultation to assist in unusually complex problems.

## **2.4 CONTRACTOR MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. The TO technicians shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

The Contractor must have technicians with a minimum of five (5) years of experience providing onsite hardware maintenance and support services for equipment identified in Appendix A and B and as updated per section 2.1.2.

## **2.5 PLACE OF PERFORMANCE**

The Contractor must service computer equipment located at DNR headquarters and regional sites located throughout the State. Please see Appendix C for current locations and address. This list is not to be considered final but used for reference only.

## **2.6 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

### **2.6.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Department of Natural Resources as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, a TO Contractor point of contact with telephone number and submitted monthly.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any Subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Department of Natural Resources at the following address: Penny Bates 580 Taylor Ave D4 Annapolis, Maryland 21401
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **2.7 REPORTING**

The Contractor and the DNR shall conduct quarterly progress meetings. A quarterly project progress report shall be submitted 5 five days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO DNR, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the quarterly period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

## **2.8 CHANGE ORDERS**

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

## **SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Attachment 12 - Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

### **3.2 FORMAT**

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

#### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE**

##### **A) Proposed Services – Work Plan**

- 1) Requirements: A detailed discussion of the Master Contractor understands of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor understands of the acceptance criteria.

##### **B) Proposed Personnel**

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

##### **C) MBE Participation**

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

##### **D) Subcontractors**

- 1) Identify all proposed Subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
  - A) Name of organization.
  - B) Name, title, and telephone number of point-of-contact for the reference.
  - C) Type and duration of contract supporting the reference.
  - D) The services provided scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.

F) Experience Information in State Contracts

- 1) As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the Offeror is to provide:
  - A) The state contracting entity
  - B) A brief description of the services/goods provided
  - C) The dollar value of the contract
  - D) The term of the contract
  - E) The State employee contact person (name, title, telephone number and if possible e-mail address)
  - F) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

G) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.

H) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### **3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Attachment 1 - Completed Financial Proposal, including
- C) Formatting requirements for the Price Breakdown Structure are:

Milestone and Deliverable identifying information will be in bold and placed in a frame.

Fixed – Price dollar figures will be rounded to the nearest whole dollar

The information should continue, as necessary and appropriate, to cover all Milestones and Deliverables.

### **- PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT**

### **3.3 EVALUATION CRITERIA**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

### **3.4 TECHNICAL CRITERIA**

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- The extent to which the vendor's proposed solution fulfills DNR's stated requirements as set out in this TO
- The Contractor's ability to perform the work in the time allotted in an effective and efficient manner as demonstrated by their proposed commitment of management, personnel and other resources.
- The Contractor's experiences and record of past performance in delivering such services.
- The Contractor's availability of sufficient high quality vendor personnel with the required skills and experience for the specific approach.

### **3.5 SELECTION PROCEDURES**

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment, with greater consideration placed on technical.

### **3.6 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment for a sample of a Notice to Proceed.

## **APPENDIX A Non-Critical Equipment**

**See Attached Excel Spreadsheet**



## **APPENDIX B Critical Equipment**

**See Attached Excel Spreadsheet**

## **APPENDIX C DNR Locations**

**See Attached Excel Spreadsheet**

## ATTACHMENT 1 - PRICE PROPOSAL FORM

### PRICE PROPOSAL FOR CATS TORFP # K00P6201051

Identification	Deliverable	Proposed Yearly Price
Deliverable 1	Contractor timely response and adherence to work requirements identified in section 2.2.1 for equipment identified in Appendices A and B. Provide Services as defined in Statement of Work Task 1 and 2 for the Initial Contract.	
Deliverable 2	Contractor timely response and adherence to work requirements identified in section 2.2.1 for equipment identified in Appendices A and B. Provide Services as defined in Statement of Work Task 1 and 2 for Renewal Option 1.	
Deliverable 3	Contractor timely response and adherence to work requirements identified in section 2.2.1 for equipment identified in Appendices A and B. Provide Services as defined in Statement of Work Task 1 and 2 for Renewal Option 2.	
Deliverable 4	Contractor timely response and adherence to work requirements identified in section 2.2.1 for equipment identified in Appendices A and B. Provide Services as defined in Statement of Work Task 1 and 2 for Renewal Option 3.	
Total Proposed Yearly Fixed Price		

---

Authorized Individual Name

---

Company Name

---

Title

---

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**  
**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING**  
**REQUIREMENTS**

**CATS TORFP # K00P6201051**

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime Contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 1

#### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

**This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to TORFP No. K00P6201051, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [ ] percent and, if specified in the TORFP, sub-goals of [ ] percent for MBEs classified as African American-owned and [ ] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [ ] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
  - (a) Outreach Efforts Compliance Statement (Attachment D-3)
  - (b) Subcontractor Project Participation Statement (Attachment D-4)
  - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
  - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 2

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number K00P6201051	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

#### SUMMARY

<b>TOTAL MBE PARTICIPATION:</b>	<u>          </u> %
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	<u>          </u> %
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	<u>          </u> %

Document Prepared By: (please print or type)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 2

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE



## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 3

#### OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # K00P6201051, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

☐ This project does not involve bonding requirements.

5. ☐ Offeror did/did not attend the pre-proposal conference

☐ No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title
		_____
		Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 4

#### SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)

conjunction with TORFP No K00P6201051, it and \_\_\_\_\_,  
(Subcontractor Name)

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 5

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS TORFP # K00P6201051 Contracting Unit  Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>  1.  2.  3.  <b>Total Dollars Unpaid: \$</b> _____			

\*\*If more than one MBE subcontractor is used for this contract, please use separate forms.

**Return one copy of this form to the following address:**

Kim Meiklejohn, Asst. Director Department of Natural Resources 580 Taylor Ave D4 Annapolis, Maryland 21401 kmeiklejohn@dnr.state.md.us	Penny Bates, Management Assoc. Department of Natural Resources 580 Taylor Ave D4 Annapolis, Maryland 21401 pbates@dnr.state.md.us

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 6

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____	CATS TORFP # K00P6201051	
Reporting Period (Month/Year): ____/____	Contracting Unit _____	
<b>Report Due By the 15<sup>th</sup> of the following Month.</b>	Contract Amount _____	
	MBE Sub Contract Amt _____	
	Contract Begin Date _____	
	Contract End Date _____	
Services Provided _____		
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____		State: _____ ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____

**Return one copy of this form to the following address:**

Kim Meiklejohn, DP Asst Dir Department of Natural Resources 580 Taylor Ave Annapolis, Maryland 21401 kmeiklejohn@dnr.state.md.us	Penny Bates 580 Taylor Ave Annapolis, Maryland 21401 pbates@dnr.state.md.us
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS TORFP# K00P6201051OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the TO Requesting Agency, as identified in the CATS TORFP # ADPICS PO.
  - b. “CATS TORFP” means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
  - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.
  - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal – Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS TORFP
    - c. Exhibit B – TO Proposal-Technical
    - d. Exhibit C – TO Proposal-Financial

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **insert time for performance**, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

### 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$**total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the **Agency TO Manager unless otherwise specified herein**.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
By: Penny Bates, TO Procurement Officer

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_



## ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## **ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

## ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from Section 2.12 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

**Contractor's Contract Administrator:**

Signature	Date

**Proposed Individual:**

Signature	Date

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

**ATTACHMENT 6 – DIRECTIONS**  
**TO THE PRE-TO PROPOSAL CONFERENCE**

**Wednesday October 4<sup>th</sup>, 2006**

**RSVP BY Monday October 2<sup>nd</sup>, 2006**

**Instructions:**

If you plan to attend, please RSVP via email with company name and name of attendees by Monday, October 2nd, 2006 to Penny Bates at [pbates@dnr.state.md.us](mailto:pbates@dnr.state.md.us) with the following subject line “RSVP – CATS K00P6201051

Pre-Proposal Conference”.

Also, due to the potentially large number of attendees and available room size, please limit representation to only two per company. If space becomes an issue, those who did not RSVP in a timely fashion may be denied admittance.

**Location:**

Maryland Department of Natural Resources

580 Taylor Avenue

Tawes Building, Conference Room C-1

Annapolis, MD, 21401

410-260-8100 (Main number) 410-260-8369 (Penny Bates)

**Directions from Route 50:**

Eastbound take exit #24/MD-70, Westbound take exit #24A/MD-70, onto ROWE BLVD SOUTH toward ANNAPOLIS

After about a mile, turn RIGHT at a light onto TAYLOR AVE/MD-435.

On Taylor Avenue near the Naval Academy Stadium, turn into the 2nd driveway on the right, marked by a blue & gold sign as GATE #7 – GOLD PARKING, District Court, DNR, Court of Appeals ONLY”. At the top of the hill, take a ticket from the automatic gate. You will need this ticket later to pay for your parking.

Walk down the hill, cross Taylor Avenue, and enter the Tawes building through the revolving doors on the right side of the building. Stop at the guard desk to sign in. **\*\*Please make sure to have a photo ID ready.**

The C-1 Conference Room is just past the guard’s desk on the left. Restrooms and a cafeteria are located near the lobby.

**Following the conference:**

Stop at the guard desk and sign out.

To pay for your parking, go back to the lot and walk to the large payment machine located prior to the walking bridge that goes from the lot to the District Court building. Insert your ticket and pay the amount due using cash or credit. The payment machine will issue you a ticket and a receipt. As you exit the lot in your car, insert that ticket into the automated gate machine.



## ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #ADPICS PO

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

## ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Project Name for TORFP**

TO Agreement Number: # **ADPICS PO**

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: **TO Manager**

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

\_\_\_\_\_  
Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

## ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

**To:**

The following deliverable, as required by TO Agreement #ADPICS PO, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.



## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 200\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #ADPICS PO for TORFP Project Name. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, TO Requesting Agency on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the State of Maryland ("the State"), acting by and through its **TO Requesting Agency** (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **TORFP Title** TORFP No. **ADPICS PO** dated **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

**WHEREAS**, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding \_\_\_\_\_ (the “Confidential Information”).

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor's Personnel:**

**TO Requesting Agency:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 12 – NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to **TO Procurement Officer email**. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	<b>Title of TORFP</b>
TORFP Project Number:	<b>ADPICS Purchase Order Number (ADPICS PO #)</b>

If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- ( ) Other commitments preclude our participation at this time.
  - ( ) The subject of the TORFP is not something we ordinarily provide.
  - ( ) We are inexperienced in the services required.
  - ( ) Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
  - ( ) The scope of work is beyond our present capacity.
  - ( ) Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
  - ( ) We cannot be competitive. (Explain in REMARKS section.)
  - ( ) Time allotted for completion of a Task Order Proposal is insufficient.
  - ( ) Start-up time is insufficient.
  - ( ) Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
  - ( ) TORFP requirements (other than specifications) are unreasonable or too risky.  
(Explain in REMARKS section.)
  - ( ) MBE requirements. (Explain in REMARKS section.)
  - ( ) Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
  - ( ) Payment schedule too slow.
  - ( ) Other:\_\_\_\_\_.
2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

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Master Contractor

Name:\_\_\_\_\_Date:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Email\_\_\_\_\_

**EXHIBIT A**

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN  
ACCESS TO THE CONFIDENTIAL INFORMATION**

Printed Name and Address  
of Employee or Agent

Signature

Date

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